

ProDen, Jr

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PROSPECT CAPITAL CORPORATION,

Plaintiff,

-against-

LEVINE LEICHTMAN CAPITAL  
PARTNERS, INC. and PWC HOLDING  
CORPORATION,

Defendants.

Case No.: 1:18-cv-04737(VSB)

**STIPULATION OF VOLUNTARY DISMISSAL**

Plaintiff Prospect Capital Corporation and Defendants Levine Leichtman Capital Partners, Inc. and PWC Holding Corporation (collectively, the "Parties"), by their undersigned counsel, STIPULATE AND AGREE as follows:

1. The above-captioned action (the "Action") is hereby dismissed pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, under which the Parties agree that the filing of this Stipulation is effective to dismiss the Action without a Court order.

2. Defendants acknowledge, and will not challenge or contest in any proceeding on any legal theory (including but not limited to the theory that the Event of Default that gave rise to Prospect's exercise of Plaintiff's rights and remedies pursuant to Sections 7(b)(i) and 9 of the Pledge Agreement dated as of September 26, 2014 among Plaintiff, Defendant PWC Holding Corporation, Pacific World Corporation ("PWC") and certain other parties (the "Pledge Agreement") was cured), that the current board of directors comprised of John G. Burges, Richard T. Carratu, Justin R. Martini, Robert Melman and Robert L. Nabholz (i) was properly elected pursuant to Sections 7(b)(i) and 9 of the Pledge Agreement, and (ii) is the properly constituted board of directors of PWC. Defendants further agree that they shall not interfere with Plaintiff's rights pursuant to Sections 7(b)(i) and 9 of the Pledge Agreement.

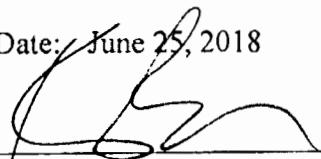
3. Defendants hereby withdraw the books and records and diligence requests issued by them on PWC on June 14, 2018 and June 19, 2018, respectively, but retain all rights to request and obtain information from PWC in the future; provided that, Defendants agree not to submit any such future request earlier than July 31, 2018 unless, prior to such date, Plaintiff or PWC initiates any litigation, takes any legal action or asserts any claim in writing against any Defendant or former member of the PWC board of directors, following which Defendants shall be entitled to make such requests.

4. Unless foreclosed by ¶ 2 above (that is, no claim covered by ¶ 2 above may be brought in any tribunal anywhere), all claims against Plaintiff relating to or resulting from Plaintiff's exercise of Plaintiff's rights and remedies under the Pledge Agreement (including the actions of the board of directors of PWC elected by Plaintiff) must be brought exclusively in this Court (or, solely if there is a lack of subject matter jurisdiction, then exclusively in another court located in the County of New York, State of New York).

5. The Temporary Restraining Order Bond (Doc. No. 16) is negated.

6. Except as set forth above, the Parties each reserve all rights, arguments, allegations and claims.

Date: June 25, 2018

  
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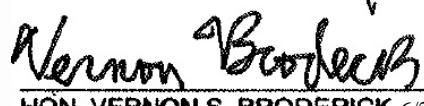
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*Attorneys for Defendants Levine Leichtman Capital Partners, Inc. and PWC Holding Corporation*

**SO ORDERED:**

  
HON. VERNON S. BRODERICK 6/27/2018  
UNITED STATES DISTRICT JUDGE